

**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation  
Professional Services**

To: .....

Date: February 20, 2020

.....

RFP No. 020-T-2020 (P)

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Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than *Wednesday, March 18, 2020 @ 4:30 o'clock p.m.* Atlantic Standard Time.

**DESCRIPTION OF WORK:** Qualified and Licensed Vendors for E-Rate Wide Area Network and Internet Access for the Public Library System – Territorial

**SCOPE OF SERVICES:** See attached

## **NEGOTIATED PROCEDURES:**

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

## **FACTORS FOR DISCUSSIONS**

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

## **NEGOTIATION:**

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas  
Commissioner  
Property and Procurement

## **INSTRUCTION TO PROPOSERS**

### **A. NOTICE**

#### **RFP-020-T-2020 (P)**

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Chief Deputy Commissioner of Procurement, Lisa Alejandro** at [lisa.alejandro@dpp.vi.gov](mailto:lisa.alejandro@dpp.vi.gov).

### **B. STATEMENT OF PURPOSE**

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-020-T-2020 (P)**

### **C. PROPOSE SCOPE OF WORK**

**See Attached**

#### **D. TIMETABLE**

**Last Day for Written Clarification is Friday, March 6, 2020 @ 1:00 PM**

#### **E. SUBMISSION OF PROPOSAL**

All interested parties shall submit *one (1)* original and *five (5)* copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than ***Wednesday, March 18, 2020 @ 4:30 Atlantic*** Standard Time.

They shall be addressed to:

Anthony D. Thomas  
Commissioner  
Property & Procurement  
8201 Subbase, 3rd Floor  
St. Thomas, Virgin Islands 00802

**THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:**

SEALED PROPOSALS-DO NOT OPEN

**RFP-020-T-2020 (P)**

(Name of Bidder)

(Mailing Address of Bidder)

(Telephone Number of Bidder)

(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

#### **F. WITHDRAWALS OF PROPOSAL**

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

#### **G. INTERPRETATION OF SPECIFICATIONS**

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief Deputy Commissioner of Procurement, Lisa Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

#### **H. CONSIDERATION OF PROPOSAL**

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

#### **I. ACCEPTANCE OF PROPOSALS**

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

## **J. CONTENTS OF PROPOSAL**

The following is a list of information to be included in the written proposal.  
Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Organization:
  - a. Introductory letter about the applicant:
    - i. Name, address, email and telephone numbers.
    - ii. Type of service for which individual/firm is qualified.
  - b. Provide a list of staff available for the project (Local & Off-Territory)
  - c. Current Business License or state register for the services being advertised. All bidders bidding as a Joint Venture must be licensed as a Joint Venture in the US Virgin Islands
  - d. Current trade name registration certification; if applicable
  - e. Certificate of Good Standing dated July 1, 2019 or later
  - f. Articles of Incorporation (For Corporations) or Articles of Organization for (LLC's) or qualification (Limited Partnerships), if applicable.
2. Sub-Contractors:
  - a. Provide listing of Sub-Contractors that shall be retained for this project including phone numbers.
  - b. Provide what percentage of work will be sub-contracted.
3. Project Experience:
  - a. Provide a list of projects performed within the last three (3) years. Include a brief description of the work performed and cost of each project.
  - b. Provide a list of projects currently being performed. Include a brief description of the project and percentage completed.
4. Project Approach:
  - a. The respondent applying to this solicitation will describe how you will approach this project and availability to perform the services requested.
5. Project References: 3 letters minimum (including a notarized written consent from the authorized representative which must include name; telephone number; and email address).

6. Insurance Requirements: The cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

a. **Certificate of Government Insurance** (Workmen's Compensation):

- i. Respondent will provide a Certificate of Insurance reflecting the required coverage by Virgin Islands law.

c. **Comprehensive General Liability Insurance:**

- ii. Respondent shall carry comprehensive general liability on an occurrence form with no "x, c, or u" exclusions with the following minimum limits:
  1. Each occurrence- \$1,000,000.00
  2. Damaged to rented premises-\$50,000.00
  3. Medical Expenses- \$5,000.00
  4. Personal & Adv Injury-\$1,000,000.00
  5. General Aggregate-\$2,000,000.00
  6. Products-Completed Ops. Aggregate- \$2,000,000.00
- iii. General Aggregate shall apply on a policy basis.
- iv. Respondent shall provide a Certificate of Insurance reflecting required coverage.
- v. If awarded, the Contractor shall provide proof of adding the Government as an additional insured via a scheduled/individual endorsement.

7. **Cost Proposal** (*one (1) original and four (4) copy sets of proposals*) must be submitted in a separate sealed envelope.

**K. CONFLICT OF INTEREST**

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**L. MANDATORY LIST OF REQUIRED SUPPROTING DOCUMENTS TO  
CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



List of Required  
Docs.09.17.2018.pdf





**Department of Planning and Natural Resources  
Division of Libraries, Archives, and Museums**

Charles Wesley Turnbull Regional Public Library  
4607 Tutu Park Mall  
St. Thomas, USVI 00802



**REQUEST FOR PROPOSALS (RFP)  
FOR  
E-RATE FUNDING YEARS 2020 - 2022  
(July 1, 2020 – June 30, 2022)**

**WIDE AREA NETWORK (WAN) & INTERNET ACCESS**

**February 2020**

## GENERAL INFORMATION

### A. PURPOSE / OVERVIEW

1. **Purpose/Overview:** The purpose of this Request for Proposals (RFP) is to seek qualified service provider(s) / vendors(s) with the knowledge, experience, and expertise to provide Wide Area Network Infrastructure Services and Internet Access for the Virgin Islands Department of Planning and Natural Resources' (DPNR) Division of Libraries, Archives, and Museums (DLAM).
2. **Categories of Services:** This RFP is requesting proposals for Category One Telecommunications services. Respondents may elect to limit their proposals to a single service within this category or both services. Proposers may respond to one or more of the requested services. If a proposer is responding to more than one category of service, a separate proposal and proposed pricing for each service must be developed and submitted, unless a single proposal combines multiple services as a more cost-effective solution. One or more proposer may be selected to provide the services outlined herein.

### B. BACKGROUND

#### DPNR – Division of Libraries, Archives and Museums

Tasked with leading DPNR is the Commissioner of DPNR. DPNR is tasked with protecting, maintaining, and managing the natural and cultural resources of the Virgin Islands through prosper coordination of economic and structural development with local, federal, and non-governmental organizations, for the benefit of present and future generations that they live safer, fuller lives in harmony with their environment and cultural heritage. DPNR is comprised of several divisions to include DLAM, of which the Virgin Islands Public Library System is under its auspices.

The Territory of the United States Virgin Islands is divided into two (2) districts – the St. Thomas / St. John district and the St. Croix district. Both districts provide invaluable library services to its community. This service is managed and directed by the Director of Libraries, Archives, and Museums and its day-to-day operations are facilitated by the library staff in the respective district. To follow is a chart of the libraries in both districts with pertinent information:

<b>ST. THOMAS / ST. JOHN DISTRICT</b>	<b>Number</b>
<b>Libraries</b>	<b>3</b>
Charles Wesley Turnbull Regional Public Library	
Enid M. Baa Public Library and Archives (Temporarily Closed)	
Elaine Ione Sprauve Library and Museum of Cultural Arts	
<b>Programs</b>	<b>2</b>
Bookmobile in Your Neighborhood	
Public Computer Lab - Digital Literacy Coach	
<b>ST. CROIX DISTRICT</b>	
<b>Libraries</b>	<b>3</b>
Athalie M. Petersen Public Library (Temporarily Closed)	
Florence A. Williams Public Library	
Regional Library for the Blind and Physically Handicapped	
<b>Programs</b>	<b>2</b>
Bookmobile in Your Neighborhood	
Public Computer Lab - Digital Literacy Coach	
<b>BOTH DISTRICTS</b>	
<b>TOTAL NUMBER OF DPNR-DLAM's USVI PUBLIC LIBRARIES</b>	<b>6</b>
<b>TOTAL NUMBER OF PROGRAMS</b>	<b>2</b>
<b>STAFF</b>	<b>24</b>
Director	<b>1</b>
Administrative and Clerical Staff	<b>5</b>
Librarians and Library Technicians	<b>13</b>
Facility and Maintenance Personnel	<b>5</b>

The Informational Technology, Director, and/or Administrative staff will serve as the DPNR-DLAM liaison on this project.

#### **C. ADMINISTRATIVE STRUCTURE**

Honorable Jean-Pierre L. Oriol is the Commissioner of the Department of Planning and Natural Resources. With the aforementioned background information, managing and directing DLAM is Acting Director Arlene L. Pinney-Benjamin.

DPNR-DLAM's official physical and mailing address for any correspondence or delivery of paper reports is:

Department of Planning and Natural Resources  
Division of Libraries, Archives, and Museums  
Charles Wesley Turnbull Regional Public Library  
4607 Tutu Park Mall  
St. Thomas, US Virgin Islands 00802

#### **D. E-RATE PROGRAM BACKGROUND AND REQUIREMENTS**

##### **History of the Program**

The Universal Service Fund was established in 1934 as part of a telecommunications act enacted that all citizens have access to “rapid, efficient, nationwide ... communications services with adequate facilities at reasonable facilities at reasonable charges.” E-Rate, which stands for “Education Rate”.

The E-rate program, officially known as Universal Service Schools and Libraries Discount Mechanism, was established by Snow-Rockefeller amendment to the Telecommunications Act of 1996 and it provides affordable access to Telecommunications services for all eligible schools and libraries in the United States. The program provides discounts from 10% to 90% on telecommunications services, Internet Access and internal wiring installation and maintenance.

##### **Program Administration**

The Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) administers the E-Rate Program. USAC is an independent, not-for-profit corporation that operates under the direction of the Federal Communications Commission (FCC).

USAC administers the Universal Service Fund, which was created by the telecommunications Act of 1996 to ensure that consumers in all states and territories of the United States have access to quality telecommunications and information services at affordable rates. Before each new funding year, the FCC reviews the list of services at affordable rates. Before each new funding year, the FCC reviews the list of services and equipment eligible for E-rate discounts and adds, deletes, and/or modifies items as it sees fit. To review the FCC Eligible Services List, go <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>

The Universal Service Administrative Company’s E-Rate Program has two (2) categories of service for which funds are available include:

##### **Category One:**

Category One services can be generally defined as services needed to support broadband connectivity to schools and libraries. Specifically, eligible Category One services are such as data transmission services and Internet access and voice services. This category consists of the services that provide broadband to eligible locations including data links that connect multiple points, services used to connect eligible locations to the Internet, services that provide basic conduit access to the Internet and voice and telephone dial-up services.

**Category Two:**

Category Two Services are generally defined as the equipment and services needed for E-Rate Support. Category Two services are inclusive to internal connections needed for broadband connectivity within schools and libraries. Support is limited to the internal connections necessary to bring broadband into, and provide it throughout, schools, and libraries. These are broadband connections used for educational purposes within, between, or among instructional building that comprise a school campus and basic maintenance of these connections, as well as services that manage and operate owned or leased broadband internal connections.

**Vendor Qualification**

To warrant consideration for an award of contract resulting from this Request for Proposals, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as the “E-rate” Program), as provided for and authorized under the federal Telecommunications Act of 1996 (47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

**•USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the Federal E-rate Program. Vendor must submit with its proposal a written statement explaining how it acquired that knowledge and listing its E-rate Program – related experience.

**•USF Registration**

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”). For additional information, call the SLD at 1-888-641-8722, or access their website.

**• USF Participation**

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with DPNR, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that DPNR receives all of the E-Rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

**• USF Documentation**

Vendor shall provide DPNR staff and/or any entity legally acting on behalf of the Department, including but not limited to consultants, within a commercially reasonable period of time, all of the information and documentation that the Vendor has, or, that

Vendor reasonably can acquire that DPNR may need to prepare its E-Rate applications and/or to document transactions eligible for E-rate Support.

- **Invoicing Procedures**

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to DPNR for E-rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number ("FRN")
- Vendor's signature on invoice attesting to the accuracy and completeness of all charges RFP for E-Rate Funding Year 2019 for Telecommunication Services- WAN and Internet Access Page 5
- Detailed description of services performed and materials supplied that matches Government of the Virgin Islands, Department of Planning and Natural Resources (DPNR) contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to DPNR (non-discounted amount of eligible charges)
- Invoice on Vendor's letterhead or on a Vendor-generated form
- District's Billed Entity Number
- District's Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

- **Delayed USF Funding Commitment**

Vendor understands that due to circumstances beyond DPNR's Control, DPNR may not receive an E-rate funding commitment by the beginning of the E-Rate Funding Year, July 1, for the services it intends to purchase from Vendor during that funding year.

Retroactive Invoicing

When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount DPNR is owed retroactive to July 1<sup>st</sup> of the funding year or to whenever approved service to DPNR began, whichever date is later.

**USF Audit and Document Retention Requirement**

- Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's Services to DPNR.
- All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by DPNR or other authorized entities and or persons.
- Vendor shall include in all subcontractor agreements for services, provisions requiring sub-contractors to maintain the same records and allowing DPNR and other

authorized entities and/or persons the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and DPNR's Form 470 and Form 471
- Ensuring that services or products are not provided to DPNR without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and DPNR's RFP for E-Rate Funding Year 2019 for Telecommunication Services- WAN and Internet Access Page 6
- Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to DPNR, was actually provided to DPNR and when
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to DPNR in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
- Maintaining fixed asset list of E-rate-supported equipment provided to DPNR with detailed information for each item (model number, serial number, product description) and made available to DPNR in electronic format

<b>DPNR – Public Libraries Applicable Discount</b>	<b>90%</b>

**E. CONTRACT TYPE**

The contract awarded under this RFP will be for professional services. No payments in advance or in anticipation of services or supplies to be provided under the contract shall be made by the Government of the Virgin Islands.



Proposer are put on notice that if awarded a contract for professional services, proposer is expected to enter into a written Contract for Professional Services with the Government of the Virgin Islands, Department of Property and Procurement on behalf of the Department of Planning and Natural Resources. The Contract will contain, among other mandatory provisions, provisions regarding the E-Rate Program Background and Requirements and the Scope of Services contained herein and any other negotiated for and accepted provisions.

**F. CONTRACT TERMS**

Unless otherwise agreed pursuant to negotiations, the term of the contract awarded under this RFP shall be for a two (2) year period commencing July 1, 2020 and ending June 30, 2022 with the Government having two (2) one-year options to renew upon mutual agreement of the parties and subject to the availability of funds. DPNR will notify selected contractor(s) of its intention to exercise any option to renew the contract prior to the expiration of the term. Cost proposals must include costs for option to renew periods. Updated statements of work may be requested for each renewal period.

**G. CONTRACT TERM MODIFICATION**

The Government reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program" year or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the FCC and/or USAC.

**H. CONTRACT CANCELLATION**

If the SLD denies DPNR's E-rate funding request, the Government reserves the right to cancel and terminate for that reason any contract with vendors(s) entered into pursuant to this RFP. In no event will the Government be held liable for any express or implied guarantees. The Government may also terminate the contract with or without cause upon the thirty (30) days' notice to the selected contractor (s).

**I. SELECTION OF CONTRACTOR**

A contract shall be negotiated with a proposer (s) deemed to be the most qualified and responsive to this solicitation. Such a proposer is one, which has financial, technical, and other resources that indicate an ability to perform the services required by this solicitation. A number of factors may influence the Government's decision in selecting the provider. These factors include, but are not limited to, proposer's knowledge, participation, and qualification in the E-rate program in conjunction with proposer's ability to deliver requested services in a timely manner; reputation, qualifications, experience, familiarity, and specialty in providing similar services; quality of supporting resources; and responsibility status. Proposers that are unable or unwilling to participate in the E-rate program and to discount their invoices will be rated accordingly as this is an E-rate Funded Project.

**Contract Document Requirements**

All proposals and subsequent contract and supporting documents (if selected) must reflect the legal name of proposer (s) awarded. Supporting documents that must be submitted



prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

- (1) **Certificate of Resolution**, as to the authorized negotiator and signer of a contract.
- (2) **Current Virgin Islands Business License** issued to the legal name of record of the entity by the Government of the Virgin Islands, Department of Licensing and Consumer Affairs; and if applicable, copy of current business license issued by state, city or county in which the foreign corporation is operating.
- (3) One (1) current original **Certificate(s) of Good Standing/Existence**, in legal name of the Contractor by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks; and if company is not locally formed, an original **Certificate of Good Standing, Certificate of Existence, or Certificate of Status** from the state of registration.
- (4) **Certificate of Issuance or Renewal of Trade Name** issued by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks, if applicable.
- (5) **Articles of Incorporation or Organization**, as applicable; or documents governing operation.
- (6) **Certificate of Liability Insurance** indicating proof of coverage of:
  - a. **Commercial General Liability Insurance** of no less than One Million Dollars and Zero Cents (\$1,000,000.00) per occurrence.
  - b. The Contractor must provide Certificate(s) of Liability Insurance and **Declaration/Endorsement** pages indicating that the Government of the Virgin Islands, Department of Education, is an "additional insured" on the Commercial General Liability Policy.
  - c. **Professional Liability Insurance** no less than One Million Dollars and Zero Cents (\$1,000,000.00) for any one occurrence.
  - d. The Professional Liability Insurance must cover the services to be provided under the contract and the Government must be indicated as a Certificate Holder.
  - e. Please note insurance requirements may be modified.
- (7) Certificate of Government Insurance/Copy of Certificate, if proposer are covered by Workers' Compensation Employee's Liability.
- (8) System for Award Management (SAM) certifying the Contractor's' eligibility to receive contract awards appropriated with federal funds; [www.sam.gov](http://www.sam.gov).

Please note the above-referenced documents are subject to modification at the Government's discretion.

Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

All contractual documents including insurance certificates/policies must be kept updated and maintained throughout the term of the contract.

#### **J. INCURRED COSTS**

The Government of the Virgin Islands is not liable for any cost incurred by the proposer prior to the signing of a contract by all Parties.

**K. LATE PROPOSALS**

Any Proposal received after the exact time specified for receipt will not be considered.

**L. GIFTS FROM CONSULTANT**

The Government's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

**M. LICENSES, FEES & TAXES**

The selected contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, local income tax, and payroll and withholding taxes for its employees. The contractor shall hold Government harmless for all claims arising from payment of such taxes and fees.

The selected contractor shall obtain and post as required, all licenses, insurances, permits, and certificates as required by federal and local laws, rules and regulations, and policies.

**N. PROPOSAL FORMAT**

Each proposal must also meet the following minimum requirements:

*Part I: Narrative*

1) Table of Contents

This section must contain a table of contents. All major parts of the proposal must be identified by page numbers.

2) Executive Summary/Proposal Overview

This section must describe the salient features of the proposal. It must contain an overview of the proposer's company background and qualifications, and must condense and highlight the contents of the proposal to provide a broad understanding of the entire proposal. The Executive Summary should include conclusions and generalized recommendations. Pricing information must not be included in the Executive Summary.

This section shall also include a cover letter signed by an authorized representative of the company. The cover letter must contain a commitment to provide the services described therein and a written acknowledgement to enter into a written contract for professional services if awarded a contract. The cover letter must also specify which services the Proposer is submitting proposals for.

3) Required Parts and Documents

The Proposal must include components of Section I. F.

4) Technical Response

Demonstrate ability and capacity to provide services described in Section P (Scope of Services). In this section, proposers should present their vision of how they propose meeting the Government's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services* as defined in the RFP. Each response shall address the Proposer's ability (including availability of staff and technological capability) to meet the guidelines in the Scope of Services.

***Part II: Cost Proposal***

The proposal shall provide the proposed compensation for the services to be provided as described in Section P (Scope of Services).

**O. FEDERAL FUNDING/DEBARMENT CERTIFICATION**

The selected contractor certifies that it is eligible to receive contract awards using federal appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT".

**P. SCOPE OF SERVICES**

**WIDE AREA NETWORK SUPPORT AND MAINTENANCE SERVICES**

All Wide Area Network broadband bandwidth needs in the RFP must be satisfied with a service provider utilizing the Virgin Islands Next Generation Network (viNGN) or equivalent, 100% fiber-optic, middle-mile backbone. The selected provider shall provide 99.999% broadband, high speed wide area network connectivity maintenance service availability between all DPNR public libraries and support offices. DPNR is requesting proposals to provide, support and maintain a reliable, secure, WAN to connect all DPNR public libraries into a private network centrally connected and managed by a network operations center for each district.

The solution may be fiber, wireless or a mixture. No links (main or backup) should be less than 100Mbs. Network availability should be at a minimum of 99.999% with a latency of no more than 100 milliseconds.

The proposer should provide separate pricing for WAN connectivity to each library Main Distribution Frame (MDF) in the following increments.

All Public Libraries Speeds are 100 Mbps \$\_\_\_\_\_

DPNR would like to receive pricing for higher speeds in the event higher speed levels are requested.

99.999% available broadband high speed Inter-island network connectivity is required to connect all DPNR-Public Libraries on St. Croix, St. John, and St. Thomas to each other with pricing at the intervals above. Appropriate customized DPNR's Public Libraries dedicated, routing, maintenance and support must be included to deliver internet and other voice, video, and data network services from the DPNR Network Operations Center/Hub (NOC) to libraries in each district and between both districts. Internet Services will be installed and originate at each NOC and routed to each library and offices.

Below is a listing of the WAN Services to be delivered to all Public Libraries with separate pricing for increments listed above.

#### **DPNR Division of Libraries Connectivity Sites**

The following DPNR's public libraries, offices and bookmobiles that require service.

<b>ST. THOMAS/ST. JOHN DISTRICT</b>	
<b>Libraries</b>	<b>3</b>
Charles Wesley Turnbull Regional Public Library	
Enid M. Baa Library and Archives (Temporarily Closed)	
Elaine Ione Sprauve Library and Museum of Cultural Arts	
<b>Bookmobiles</b>	<b>2</b>
Bookmobile – St. John (Temporarily Inoperable)	
Bookmobile – St. Thomas	
<b>ST. CROIX DISTRICT</b>	
<b>Libraries</b>	<b>3</b>
Athalie M. Petersen Public Library (Temporarily Closed)	
Florence Augusta Williams Public Library	
Regional Library for the Blind and Physically Handicapped	
<b>Bookmobiles</b>	<b>1</b>
Bookmobile – St. Croix	
<b>Total Libraries</b>	<b>6</b>
<b>Total Bookmobiles</b>	<b>3</b>

Proposer must ensure 100% total service to all sites including measures to minimize reduction and/or loss of service. Proposer must provide DPNR-Public Libraries with either independent third party access or DPNR-Public Libraries ready only access to their equipment so that deliverables to include all WAN Links may be monitored 24/7.

### **Service Level Agreement**

Proposer must commit to the Government in the form of shall Service Level Agreement (“SLA”) that they will provide services and remedies regarding the availability and performance of Contractor’s network. Proposer must ensure 100% total service to all sites including measures to minimize reduction and/or loss of service. Service provider will be penalized for service outages for more than an hour as a result. A constant uptime of 99.999% and minimum throughout listed in the chart above per site must be maintained for the entire WAN at all times. Penalties will be awarded for failure to meet these requirements. This will include financial credits toward DPNR not to exceed 50% of monthly fees. Upon discovery of an outage lasting 30 minutes or longer, the service provider must:

- 1) send an electronic notification within 120 minutes, to an electronic contact number or electronic address provided by DPNR
- 2) provide DPNR with an initial report within 72 hours that communicate the approximate outage start and end times and
- 3) a final written outage report 30 days.

### **Monthly Service Availability**

Proposer must agree to provide a ninety-nine point ninety-nine percent (99.99%) target Monthly Service Availability to all DPNR’s Public Libraries

**WAN Bidding is restricted to common carries. (Please refer to:**

**<https://www.fcc.gov/reports-research/guides/common-carrier-filing-requirements-information-firms-providing-telecommunications-services>). Qualified vendors bidding for WAN services must meet the common carrier definition (all common carriers are required under FCC rules to file FCC form 499A – Telecommunications Reporting Worksheet).**

### **INTERNET ACCESS**

Department of Planning and Natural Resources’ Division of Libraries, Archives, and Museums is soliciting proposals for the following internet services.

- All internet service broadband bandwidth needs in this RFP must be satisfied with an ISP utilizing the viNGN or equivalent, 100% fiber-optic middle-mile backbone.
- Each District will receive DPNR only dedicated Internet Access service at a minimum of 100 mbps at each District’s Network Operations Center (NOC), located at the Charles Wesley Turnbull Library on St. Thomas, and Florence Augusta Williams Public Library on St. Croix, which is the center of each District’s Network.
- Shared bandwidth service is unacceptable. The service will consist of two separate and dedicated Internet Access connections as follows:

Internet services must be routed to each DPNR’s public library and support office.

ST. THOMAS / ST. JOHN DISTRICT	ST. CROIX DISTRICT
Pricing increments from 100 Mbps to 2 GBPS	Pricing increments from 100 Mbps to 2 GBPS

Dedicated bandwidth to 1 St. Thomas NOC location (at Charles Wesley, Turnbull Regional Public Library at Tutu Park Mall, St. Thomas)	Dedicated bandwidth to 1 St. Croix NOC location (at Florence A. Williams Public Library at Christiansted, St. Croix)
--------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------

Appropriate routing must be included to deliver internet services from each NOC to public library facilities in each district and between the two districts.

All Public Libraries must have 100Mbps of reliable, dedicated Internet Service via carrier class licensed equipment with dedicated transport to corresponding DS3 ports via the Department of Planning and Natural Resources, St. Thomas Network Operations Center (NOC) located at Charles Wesley Turnbull Regional Public Library.

All St. Croix library facilities must have 100Mbps of reliable, dedicated Internet Service via carrier class licensed equipment with dedicated transport to corresponding DS3 ports via the Department of Planning and Natural Resources, St. Croix Network Operations Center (NOC) located at Florence Augusta Williams Public Library, at Christiansted, St. Croix.

#### **Service Level Agreement**

For this category, proposer must commit to the Government in the form of Service Level Agreements ("SLA") that they will provide services and remedies regarding the availability and performance of Contractor's network and solution. Proposer must ensure 99.999% total service including measures to minimize reduction and/or loss of service.

Proposer must ensure 100% total service including the last mile to existing links in both St. Thomas – St. John NOC and St. Croix NOC. Accordingly, Proposer must warrant in its proposal that it will install as many links as necessary at each NOC to provide this level of service. In addition, Proposer must state how many links it will install at each NOC for this purpose. Proposer must ensure 100% total service to all sites including measures to minimize reduction and/or loss of service. Proposer must provide DPNR with either independent third party access or DPNR read only access to their equipment so that deliverables may be monitored 24/7.

Each Respondent shall include the SLA for review as part of the proposal warranting that services will be delivered as requested and outlining a process for escalation and remediation of problems conditions. The SLA must include commitments to:

- A specified warranty of service
- Incident resolution procedures
- Clearly defined escalation procedures

#### **Monthly Service Availability**

Proposer must agree to provide a ninety-nine point ninety-nine percent (99.99%) target Monthly Service Availability with a latency of no more than 100 milliseconds to DPNR's NOCs. Proposer must ensure 100% total service to both sites including measures to minimize reduction and/or loss of service.

**Q. NON-PERFORMANCE BY SELECTED CONTRACTOR**

In the event of the selected contractor's non-performance under the subsequent contract and/or the violation or breach of the contract terms, the Government shall have the right to pursue all administrative, contractual, and legal remedies against the contractor and shall have the right to seek all sanctions and penalties as may be appropriate. Further, either party shall have the right to terminate the contract with or without cause upon the agreed upon written notice to the other party specifying the date of termination.

**R. CONTRACTUAL REQUIREMENTS**

All bid proposals and subsequent contract and supporting documents (if selected) must reflect the legal name of entity. Supporting documents that must be submitted prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

**S. SUBMITTAL REQUIREMENTS**

**Part I: Narrative**

**Table of Contents**

This section must contain a table of contents. All major parts of the proposal must be identified by page numbers.

**Cover Letter/Executive Summary/Proposal Overview**

This section shall include a cover letter signed by an authorized representative of the company. The cover letter must contain a commitment to provide the services described therein and a written acknowledgement to enter into a written contract for professional services if awarded a contract. The cover letter must also specify which services the Proposer is submitting proposals for. The Executive Summary/Proposal Overview must describe the salient features of the proposal. It must contain an overview of the proposer's company background and qualifications, and must condense and highlight the contents of the proposal to provide a broad understanding of the entire proposal. The Executive Summary/Proposal Overview should include conclusions and generalized recommendations. Pricing information must not be included in this section.

**Technical Response/Services Proposal**

Demonstrate ability and capacity to provide services described in Section O (Scope of Services) in the overall RFP. In this section, proposers should present their vision of how they propose meeting the Government's needs and identify the overall approach to the project, define the scope of work of their offered services, and how they propose to meet the *Scope of Services* as defines in this

RFP. Each response shall address the Proposer's ability (including availability of staff and technological capability) to meet the requirement as well as the proposed means by which it will be met or provided. If a Proposer is responding to more than one category of service, a separate proposal for each service must be developed and submitted.

#### **Service Level Agreement**

The Proposer shall present a Service Level Agreement (SLA) for review and acceptance by the DPNR. The SLA must warrant that Support Services will be provided as requested in the Scope of Services. DPNR will negotiate and establish service level agreements for the services delivered under this RFP. The SLA will define the levels of service expected for the various areas of service delivered, divided into priorities according to importance to the supported systems or functions. The SLA will also provide a warranty of services, including a means for compensation of breach to the SLA.

In addition to specific performance objectives, the SLA will also include commitments to:

- **Response Time.** The Proposer will agree to respond and resolve all order and maintenance requests within a reasonable time given the priority of the request. Requests in which the response time falls outside the basic coverage will carry-over to the next DPNR business day. DPNR will work with the Proposer to determine how priority levels will be assigned to service requests. DPNR also reserves the right to adjust priorities and response and resolution times, as needed:
- **Priority Impact Response Resolution**
  - Critical component down 15 minutes as required
  - Critical component degraded 45 minutes 4 hours
  - Non-Critical component 4 hours 8 hours
  - MAC Work less than 5 stations 1 day
  - MAC Work more than 5 stations 2 days
  - Other requests, question 8 hours 12 hours

#### **Proposer Requirements.** The Proposer must submit:

- Resumes for all key personnel;
- A proposed organization chart;
- USAC Service Provider Identification Number (SPIN) or evidence of application for a SPIN;
- Federal Communications Commission Registration Number (FCCRN)
- Written statement setting forth the amount of E-rate Program knowledge that the Proposer's organization has, who has it, and how it was acquired, along with



a list detailing the Proposer's E-rate Program-related experience. Additionally, address all other requirements indicated under I. General Information, 9. E-rate Program Background and Requirements, C. Vendor Qualification.

**References.** A minimum of three (3) references from programs of similar scope and magnitude, for which the Proposer has provided services similar to the Services required herein within the past two (2) years, including the telephone number of the contact person, must be provided. The Government may contact these references. **At least one reference must be from a school / library district where the Proposer is currently providing E-Rate Eligible Services.**

**Financial Statements.** Copies of audited financial statements or tax returns signed by the preparer for the three (3) previous fiscal years and the most recent quarterly report must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner must submit this information. The Department of Planning and Natural Resources – Division of Libraries, Archives, and Museums reserves the right to accept alternative information and/or documentation submitted by Proposer (s).

**Insurance Requirements.**

Evidence of current insurance coverage must be submitted. If Proposer's current coverage does not meet the requirements states in this RFP, the Proposer will be required to submit adequate insurance (s) should it be awarded a contract for these services.

## **Part II: Cost Proposal**

The proposal shall provide the proposed compensation for the services to be provided as described in Section P (Scope of Services).

The Proposer must include all assumptions made in association with the cost proposal and provide additional cost estimates for improvements or enhancements that may improve the quality of the proposed solution. Proposers should identify all government and/or education discounts the Department of Planning and Natural Resources' Division of Libraries, Archives, and Museums is eligible to receive for each item in each cost proposal. In addition, each cost proposal must be separated into E-Rate ineligible categories.

**Pricing Sheet and General Pricing Instructions.** Pricing shall be as follows:

- a. Quoted in U.S. Dollars (\$)
- b. Must include labor and transportation costs
- c. Shall include all standard freight charges prepaid, unless otherwise stated

**INSTRUCTIONS FOR PROFESSIONAL SERVICES CONTRACT:**

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WHEREAS, the Government solicited the services under RFP No. \_\_\_\_\_ ;  
or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##)  
[insert appropriate exception being utilized];

Please only select the clause that is applicable to the particular contract.

5. In instances where text in red appear in parenthesis as shown below, this constitutes instructions in the template and these instructions or the entire clause should be deleted by the user agency based on the applicable circumstances.

(Only insert renewal language in second sentence if the contract has an option to renew)

6. Insert RFP No. in the footer. If not applicable, delete RFP No. from footer.
7. Update all signatories' names and titles, if applicable.

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Government solicited the services under RFP No. \_\_\_\_\_; and

or

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in



its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

### **3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

### **4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

### **5. RECORDS**

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

### **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

### **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

### **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment

insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

## **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

## **10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## **11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## **14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

## **15. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## **16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

## **17. TERMINATION**

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

## **18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

## **19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.



## 20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

## 22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### GOVERNMENT

Anthony D. Thomas  
Commissioner Nominee  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

[NAME & TITLE]

[USER AGENCY]

[AGENCY'S PHYSICAL ADDRESS]

[AGENCY'S MAILING ADDRESS]

[CITY. STATE. ZIP CODE]

### CONTRACTOR

[NAME]

[TITLE]  
[NAME OF COMPANY]  
[PHYSICAL ADDRESS]  
[MAILING ADDRESS]  
[CITY, STATE, ZIP CODE]

### 23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

### 24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

### 25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

### 26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.



## 27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

**28. INSURANCE** [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than **one million dollars (\$1,000,000.00)** for any one person per occurrence for death or personal injury and **one million dollars (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP's approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP's approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than **one million dollars (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP's approval).
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

**[INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

\_\_\_\_\_  
[NAME] [TITLE]  
[USER AGENCY] Date \_\_\_\_\_

\_\_\_\_\_  
Anthony D. Thomas, Commissioner Nominee  
Department of Property and Procurement Date \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
[NAME] [TITLE]  
[NAME OF COMPANY] Date \_\_\_\_\_

(Corporate seal, if Contractor is a corporation)

APPROVED:

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Honorable Albert Bryan Jr.**  
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: \_\_\_\_\_ Date \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_ entered into between the Department of Property and Procurement and \_\_\_\_\_.

\_\_\_\_\_  
**Anthony D. Thomas, Commissioner Nominee**  
Department of Property and Procurement

RFP No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

Contractor's Initials: \_\_\_\_\_

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WHEREAS, the Government solicited the services under RFP No. \_\_\_\_\_;  
or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##)  
[insert appropriate exception being utilized];

Please only select the clause that is applicable to the particular contract.

5. In instances where text in red appear in parenthesis as shown below, this constitutes instructions in the template and these instructions or the entire clause should be deleted by the user agency based on the applicable circumstances.

(Only insert renewal language in second sentence if the contract has an option to renew)

6. Insert RFP No. in the footer. If not applicable, delete RFP No. from footer.
7. Update all signatories' names and titles, if applicable.



## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to [Insert SUMMARY SCOPE OF SERVICES], which duties and responsibilities are more particularly described in Addendum I (Scope of Work) attached hereto; and

**WHEREAS**, the Government solicited the services under RFP No. \_\_\_\_\_; and

or

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

### **3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

### **4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

### **5. RECORDS**

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

### **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

### **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

### **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and

taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

## **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

## **10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## **11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## **4. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.



## **15. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## **16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

## **17. TERMINATION**

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

## **18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

## **19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## 20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity;
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

## 22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### GOVERNMENT

Anthony D. Thomas  
Commissioner Nominee  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

[NAME & TITLE]  
[USER AGENCY]  
[AGENCY'S PHYSICAL ADDRESS]  
[AGENCY'S MAILING ADDRESS]  
[CITY, STATE, ZPP CODE]

### CONTRACTOR

[NAME]  
[TITLE]



[NAME OF COMPANY]  
[PHYSICAL ADDRESS]  
[MAILING ADDRESS]  
[CITY, STATE, ZIP CODE]

## 23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

## 24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

## 25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

## 26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

## 27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making

such a false, fictitious, or fraudulent claim is a federal offence. **(Only insert if Contract involves federal funds)**

**28. INSURANCE** [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than **one million dollars (\$1,000,000.00)** for anyone per occurrence for death or personal injury and **one million dollars (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. **(Insurance limits may be reduced by making a formal request to DPP, however, insurance limits cannot be less than the total compensation value of the contract).**
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than **one million dollars (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. **(Insurance limits may be reduced by making a formal request to DPP, however, insurance limits cannot be less than the total compensation value of the contract).**
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES:                      GOVERNMENT OF THE VIRGIN ISLANDS**

_____	_____	_____
	<b>[NAME] [TITLE]</b>	<b>Date</b>
_____	<b>[USER AGENCY]</b>	

_____	_____	_____
	Anthony D. Thomas, Commissioner Nominee	<b>Date</b>
_____	Department of Property and Procurement	





OPCMR

## MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

*This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.*

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required– blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
3. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
4. Sam.Gov Registration
5. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only for professional services contracts where the Government will rely on the advice and services of the Contractor in its decision making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor's work.
6. **Corporations (Inc., Corp, Co., Corporation)**
  - a. Articles of Incorporation (and applicable amendments)
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of Good Standing (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
7. **Limited Liability Company (LLC)**
  - a. Articles of Organization (and applicable amendments)
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of Good Standing (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
8. **General Partnerships**
  - a. Partnership agreement (if it exists)
  - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
  - c. Tradename Certificate if company uses a tradename (valid for two years)
9. **Limited Partnerships (L.P/ LLP/ LLLP)**
  - a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLPP
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of Good Standing (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
10. **Sole Proprietorship**
  - a. Tradename certificate if a tradename is used (valid for two years)

*Note: Documents listed in Nos. 1-4 above are required for all contractors. Documents listed in No. 5 apply to professional services contracts only. Documents listed in Nos. 6-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-4 and 5 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.*